

1 Mark Brnovich
2 Attorney General
3 Firm State Bar No. 14000
4 Matthew du Mee (SBA #028468)
5 Dana R. Vogel (SBA #030748)
6 Assistant Attorneys General
7 OFFICE OF THE ATTORNEY GENERAL
8 205 N. Central Ave.
9 Phoenix, AZ 85004
10 Consumer@azag.gov
11 Telephone: (602) 542-3702
12 Facsimile: (602) 542-4377

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THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, *ex rel.*
MARK BRNOVICH, Attorney General,

Plaintiff,

vs.

GENERAL MOTORS LLC,

Defendant.

No. CV2014-014090

CONSENT DECREE

(Assigned to Hon. Randall Warner)

Plaintiff State of Arizona *ex rel.* Mark Brnovich, the Attorney General ("Plaintiff")
having filed a complaint alleging violations of the Arizona Consumer Fraud Act ("CFA"),
Arizona Revised Statutes ("A.R.S.") § 44-1521, *et seq.*, and Defendant General Motors LLC
("Defendant" or "New GM"), by and through its counsel, having been served with the complaint
and having been fully advised of the right to a trial in this matter and having waived the same,
and the parties having agreed to the entry of this Consent Decree by this Court without trial or
adjudication of any issue of fact or law and without admission or finding of any violations of

1 any law, in order to provide designated payments to Arizona consumers and the State, and to
2 avoid the expense and uncertainty of further investigation or litigation,

3 NOW, THEREFORE, upon the consent of the parties hereto, IT IS HEREBY
4 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

5 **I. RECITALS**

6 Plaintiff and Defendant are collectively referred to herein as the "Parties" and
7 individually as a "Party."

8 The above-captioned lawsuit brought by Plaintiff against Defendant is pending in the
9 Superior Court of the State of Arizona in and for the County of Maricopa (the "Litigation").

10 The Parties have engaged in good faith negotiations to achieve a settlement of the claims
11 brought by the Plaintiff and memorialized the terms of their agreement in this Consent Decree.

12 Plaintiff, through its counsel, has concluded, after discovery and investigation of the facts
13 and after carefully considering the circumstances of the Litigation, including the claims and
14 causes of action asserted in the Litigation and the possible legal and factual defenses thereto,
15 that it is in the best interests of Plaintiff to enter into this Consent Decree.

16 New GM likewise has concluded that it is in New GM's best interests to enter into this
17 Consent Decree.

18 The Parties agree to entry of this Consent Decree without trial or adjudication of any
19 issue of fact or law and without admission by New GM of any wrongdoing or admission of any
20 violations of law alleged in the Litigation.

21 Defendant agrees that this Court has jurisdiction over the subject matter and the parties
22 for purposes of entry of this Consent Decree.

23 **II. ORDER**

24 NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

25 1. **Compliance.** Defendant shall comply with the Arizona Consumer Fraud Act,
26 A.R.S. § 44-1521 *et seq.*, as it is currently written, and as it may be amended.

27 2. **Definitions.** For purposes of this Consent Decree, the following terms (designated
28 by initial capitalization and quotation marks) shall have the meanings set forth below or in the

1 portion of this Consent Decree in which the term is first defined and designated by initial
2 capitalization and quotation marks:

3 a. **"Attorney General"** means the Office of the Arizona Attorney General.

4 b. **"Claims Administrator"** shall mean a third party selected and retained by New
5 GM with the consent of the Attorney General to conduct settlement administration activities,
6 including obtaining current address information for Eligible Consumers, mailing the Consumer
7 Letter to the Eligible Consumers, sending the E-mail Notification to Eligible Consumers for
8 whom e-mail addresses are available, receiving executed releases, creating the distribution
9 checks, and mailing the distribution checks to Eligible Consumers.

10 c. **"Consumer Letter"** means the settlement letter that must be mailed by the
11 Claims Administrator to each Eligible Consumer, a template of which is attached hereto as
12 Exhibit 1, in which (i) the minimum distribution amount is communicated to the Eligible
13 Consumer, (ii) the Eligible Consumer is informed that he or she must attest in the Consumer
14 Release that he or she satisfies the definition of Eligible Consumer, and (iii) the Eligible
15 Consumer is informed that a necessary pre-condition to being paid a distribution amount is that
16 he or she must return the enclosed Consumer Release hand-signed to the Claims Administrator
17 by the Consumer Release Deadline. The Consumer Letter will also include a postage-paid,
18 addressed envelope in which Eligible Consumers can return the Consumer Release.

19 d. **"Consumer Release"** means the release, a template of which is attached hereto as
20 Exhibit 2, in which the Eligible Consumer shall attest that he or she satisfies the definition of
21 Eligible Consumer and agrees to release the specified Released Claims against the Released
22 Parties.

23 e. **"Consumer Release Deadline"** shall mean ninety (90) business days from the
24 date the Claims Administrator mails the Consumer Letter to the Eligible Consumer.

25 f. **"Court"** means Superior Court of the State of Arizona in and for the County of
26 Maricopa.

27 g. **"Covered Recall"** means any recall initiated by New GM in the calendar year
28 2014, including without limitation the following motor vehicle recalls by New GM, each of

1 which is alleged in Plaintiff's Operative Complaint in this Litigation: National Highway Traffic
2 Safety Administration ("NHTSA") Recall Numbers 14v007, 14v047, 14v092, 14v116, 14v117,
3 14v118, 14v144, 14v151, 14v152, 14v153, 14v168, 14v171, 14v212, 14v213, 14v223, 14v224,
4 14v240, 14v246, 14v247, 14v251, 14v252, 14v253, 14v259, 14v260, 14v261, 14v265, 14v266,
5 14v298, 14v299, 14v300, 14v301, 14v315, 14v317, 14v318, 14v338, 14v339, 14v341, 14v342,
6 14v345, 14v346, 14v350, 14v355, 14v372, 14v374, 14v375, 14v377, 14v394, 14v400, 14v404,
7 14v407, 14v409, 14v417, 14v440, 14v446, 14v447, 14v450, 14v451, 14v460, 14v488, 14v489,
8 14v490, 14v500, 14v518, 14v540, 14v542, 14v543, 14v541, 14v544, 14v568, 14v570, 14v571,
9 14v593, 14v614, 14v624, 14v645, 14v755, 14v804, 14v819, 14v820, and 14v827.

10 h. **"Defendant's Counsel"** means Kirkland & Ellis LLP and Bowman and Brooke
11 LLP.

12 i. **"Effective Date"** of this Consent Decree is the date on which an Order is entered
13 by the Court approving this Consent Decree.

14 j. **"Eligible Consumers"** shall mean Arizona residents who, between July 10, 2009,
15 and July 10, 2014, purchased a Subject Vehicle sold by a GM dealer located in Arizona,
16 provided the consumer did not re-sell the Subject Vehicle prior to the announcement of the
17 recall(s) set forth in the definition of "Subject Vehicle" contained herein applicable to the
18 consumer's Subject Vehicle.

19 k. **"E-mail Notification"** shall mean an e-mail notification sent by the Claims
20 Administrator to each Eligible Consumer for whom an e-mail address is available, notifying the
21 consumer that the Consumer Letter has been sent, and providing contact information for the
22 Claims Administrator in the event the Consumer Letter is not received.

23 l. **"Maximum Payment Amount"** shall mean the maximum, full, total and sole
24 amount that New GM is obligated to pay in consideration of this Consent Decree. The
25 Maximum Payment Amount includes any and all attorneys' fees, costs and expenses, and
26 payment of the Maximum Payment Amount is subject to the terms and conditions of this
27 Consent Decree.

28 m. **"New GM Marketing and Advertising"** means New GM marketing, advertising

1 and promotional activities and materials (whether published in print, television, radio,
2 electronically or by any other means) covering the time period from July 10, 2009 to the present.

3 n. **“Operative Complaint”** means the Second Amended Complaint for Injunctive
4 and Other Relief dated April 4, 2016, and filed by Plaintiff in this Litigation.

5 o. **“Plaintiff’s Counsel”** means the Office of the Arizona Attorney General, as well
6 as the law firm of Hagens Berman Sobol Shapiro LLP.

7 p. **“Released Claims”** means any and all actual or potential, whether known or
8 unknown, civil claims, demands, actions, causes of action, suits, damages whenever incurred
9 and whether compensatory or exemplary, penalties, fines, and/or liabilities of any kind
10 whatsoever regardless of the legal or equitable theory, equitable claims, injunctive or other
11 equitable relief, restitution, fines, penalties, costs, litigation costs, and/or attorneys’ fees,
12 including any and all public enforcement claims brought by, or on behalf of, or that could have
13 been brought by or on behalf of, any Releasing Parties before or as of the Effective Date
14 regarding the subject matter of the Litigation, specifically (i) the Covered Recalls; (ii) New GM
15 Marketing and Advertising regarding the Covered Recalls; and (iii) the design, engineering,
16 manufacture, sales, service and/or safety recall practices as they relate to all vehicles subject to
17 the Covered Recalls, whether or not alleged in the Litigation. Notwithstanding any term of this
18 Judgment, the following do not comprise Released Claims: tax claims, criminal claims, or
19 claims to enforce this Judgment.

20 q. **“Released Parties”** means the following persons and entities: (1) General Motors
21 Company, General Motors LLC, General Motors Holdings LLC, and each person, company, and
22 entity identified in Exhibit 3, as well as their respective past, present and future officers,
23 directors, agents, employees, servants, subsidiaries, affiliated companies, parent companies,
24 related companies, spin-offs, holding companies, joint-ventures, partnerships, members,
25 divisions, stockholders, suppliers to GM, attorneys, predecessors, successors, heirs and assigns;
26 (2) any and all persons, firms, corporations, associations, partnerships, entities or authorized GM
27 dealers pursuant to a dealer sales and service agreement involved in the design, manufacture,
28 assembly, testing, advertising, marketing, sale, inspection, maintenance, repair, or distribution of

1 GM vehicles; (3) any and all suppliers of materials, components, and/or services used in the
2 manufacture of GM vehicles; (4) Vehicle Acquisition Holdings, LLC, NGMCO, Inc., the former
3 General Motors Corporation later known as Motors Liquidation Company, Motors Liquidation
4 Corporation, Motors Liquidation Company GUC Trust, Motors Liquidation Company
5 Avoidance Action Trust, or any other trust established by the Motors Liquidation Company
6 bankruptcy plan to hold or pay liabilities of Motors Liquidation Company or General Motors
7 Corporation; and (5) any and all past, present, and future officers, directors, agents, employees,
8 servants, subsidiaries, affiliated companies, parent companies, related companies, spin-offs,
9 holding companies, joint-ventures, partnerships, members, divisions, stockholders, suppliers to
10 GM, attorneys, predecessors, successors, heirs and assigns of any of the above.

11 r. **"Releasing Parties"** means the Arizona Attorney General and the State of
12 Arizona. All Released Claims are forever discharged, and such claims cannot be asserted by
13 any of the Releasing Parties' future divisions, districts, departments, boards, commissions,
14 councils, agencies or affiliates, their respective future officers, directors, employees, managers,
15 mayors, presidents, commissioners, council or board members, supervisors, representatives,
16 legislators, administrators, agents, attorneys and any of their legal representatives, or any
17 successors, trustees, administrators or assigns of each of the foregoing. As used in this
18 paragraph, "affiliates" means entities controlling, controlled by or under common control with a
19 Releasing Party.

20 s. **"Subject Vehicles"** shall mean vehicles subject to one or more of the following
21 motor vehicle recalls by New GM: (i) National Highway Traffic Safety Administration
22 ("NHTSA") Recall Number 14v047 ("Delta Ignition Switch"); (ii) NHTSA Recall Number
23 14v355 ("Impala Key Rotation"); (iii) NHTSA Recall Number 14v394 ("Cadillac CTS/SRX
24 Key Rotation"); (iv) NHTSA Recall Number 14v346 ("Camaro Knee-to-Key Rotation"); (v)
25 NHTSA Recall Number 14v118 ("Lambda Side Impact Airbag"); or (vi) NHTSA Recall
26 Number 14v153 ("Electric Power Steering").

27 3. **Payment for Release of Claims.**
28

1 A. Subject to the terms and conditions of this Consent Decree, New GM
2 agrees to pay Seven Million Two Hundred Eighty-Seven Thousand Six Hundred U.S. Dollars
3 (\$7,287,600.00) pursuant to the terms set forth in Section II.3.B below. The Parties agree that
4 this amount, plus the total fees and costs of the Claims Administrator, is the Maximum Payment
5 Amount. New GM's payment of the Maximum Payment Amount, subject to the terms and
6 conditions of this Consent Decree, shall fully satisfy the payment obligations of New GM with
7 respect to this Consent Decree. New GM shall not be liable and no additional amount shall be
8 due for attorneys' fees, costs and expenses of any kind whatsoever incurred by Plaintiff in this
9 Litigation. Plaintiff acknowledges and agrees that neither Plaintiff nor Plaintiff's Counsel are
10 entitled to recover any separate amount for attorneys' fees, costs or expenses under, or as a
11 result of, this Consent Decree from New GM or the other Released Parties in addition to the
12 Maximum Payment Amount. The Parties agree that neither New GM nor the other Released
13 Parties shall, under any circumstances, be responsible for, or liable for, payment of any amount
14 greater than the Maximum Payment Amount.

15 B. The Maximum Payment Amount shall consist of the following:

16 (1) New GM shall pay to the Claims Administrator the amount of Six
17 Million Two Hundred Eighty-Seven Thousand Six Hundred U.S. Dollars (\$6,287,600.00) within
18 fifty (50) business days after the entry of this Judgment, to be held in escrow by the Claims
19 Administrator, and to be used by the Claims Administrator on behalf of Arizona consumers to
20 distribute as settlement monies to Eligible Consumers who return to the Claims Administrator a
21 hand-signed Consumer Release on or before the Consumer Release Deadline. Subject to the
22 procedures set forth in sections II.3.B.2 and II.3.B.3 below, Six Million Two Hundred Eighty-
23 Seven Thousand Six Hundred U.S. Dollars (\$6,287,600.00) shall be distributed by the Claims
24 Administrator to Eligible Consumers according to the following procedure. Each Eligible
25 Consumer shall be mailed by the Claims Administrator, at the most current physical address
26 available for the Eligible Consumer, the Consumer Letter, which encloses a Consumer Release,
27 and shall be sent the E-mail Notification, if applicable, within one hundred and twenty (120)
28 business days of the Effective Date. The Consumer Release must be hand-signed under penalty

1 of perjury by the Eligible Consumer and returned so it is received by the Claims Administrator
2 on or before the Consumer Release Deadline as a necessary pre-condition for the Eligible
3 Consumer to be paid a distribution by the Claims Administrator from the settlement fund held
4 by the Claims Administrator as described herein. The Claims Administrator shall timely
5 provide the Parties with a copy of each Consumer Release received by the Claims Administrator
6 that the Claims Administrator accepts as hand-signed by the Eligible Consumer on or before the
7 Consumer Release Deadline. In addition, the Claims Administrator shall provide the Parties
8 with a report confirming that each Consumer Release was mailed to the Claims Administrator
9 on or before the Consumer Release Deadline, that the Consumer Release is hand-signed, and
10 that the Claims Administrator received the Consumer Release from the Eligible Consumer prior
11 to payment to the Eligible Consumer of his or her distribution amount by the Claims
12 Administrator. Within thirty (30) days after the Consumer Release Deadline, the Claims
13 Administrator shall, using the funds transferred by New GM, send each Eligible Consumer, who
14 timely and properly executed the Consumer Release, a check in U.S. dollars, which must be
15 cashed within ninety (90) days of mailing.

16 (2) Residual Procedures. Prior to the Consumer Letter being sent, the
17 Arizona Attorney General shall calculate a minimum distribution amount to each Eligible
18 Consumer such that the total aggregate distribution amount is \$6,287,600.00. In the event
19 Eligible Consumers fail to return a Consumer Release within the time period required by this
20 Consent Decree, each such Eligible Consumer shall forfeit the ability to collect any distribution
21 amount calculated by the Arizona Attorney General. If less than seventy-five percent (75%) of
22 Eligible Consumers return a Consumer Release within the time period required by this Consent
23 Decree, the Claims Administrator shall transfer to the State One Million Dollars (\$1,000,000.00)
24 out of the \$6,287,600.00, to be deposited into the revolving fund established pursuant to A.R.S.
25 § 44-1531.01 and to be used for the purposes set forth in A.R.S. § 44-1531.01(C). The
26 \$6,287,600.00, minus the payment of \$1,000,000.00 to the State, if applicable, shall be
27 distributed by the Claims Administrator, in its entirety, to Eligible Consumers who return a
28 hand-signed Consumer Release on or before the Consumer Release Deadline. The distribution

1 amount to each Eligible Consumer who returns a hand-signed Consumer Release on or before
2 the Consumer Release Deadline will be determined in the sole discretion of the Arizona
3 Attorney General, provided that no amount distributed shall be less than the previously
4 calculated minimum distribution amount.

5 (3) Uncashed Check Procedures. Within ten (10) days after the deadline
6 for cashing checks mailed by the Claims Administrator has passed, the Claims Administrator
7 shall calculate the amount of funds remaining in the escrow account due to Eligible Consumers
8 who returned a hand-signed Consumer Release on or before the Consumer Release Deadline but
9 failed to cash a distribution check (the "Uncashed Check Amount"). The Claims Administrator
10 shall remit the Uncashed Check Amount to Plaintiff to be deposited into the revolving fund
11 established pursuant to A.R.S. § 44-1531.01 and to be used for the purposes set forth in A.R.S. §
12 44-1531.01(C). The Claims Administrator shall provide New GM with written notice of the
13 total Uncashed Check Amount remitted.

14 (4) Interest. The Claims Administrator shall calculate the amount of
15 interest earned in the escrow account between the date that New GM deposits \$6,287,600.00 and
16 the date all funds due from the escrow account under this Consent Decree are distributed. All
17 such interest shall be paid to New GM.

18 (5) New GM shall pay the Claims Administrator's total fees and costs.
19 New GM agrees to supply the Claims Administrator with the most current available physical
20 address and email address information from its records for Eligible Consumers and require the
21 Claims Administrator to conduct a search of U.S. postal record information to obtain the most
22 current physical addresses available for Eligible Consumers. New GM and Plaintiff agree to
23 consult in good faith about: (a) all communications to Eligible Consumers from the Claims
24 Administrator and (b) all methods used by New GM and the Claims Administrator to locate and
25 contact Eligible Consumers.

26 (6) New GM shall pay to the Plaintiff the amount of One Million U.S.
27 Dollars (\$1,000,000.00), as a payment recovered on behalf of the State, within five (5) business
28 days after the Effective Date and receipt of payment instructions and any needed tax reporting

1 information from the State to New GM, to be deposited into the revolving fund established
2 pursuant to A.R.S. § 44-1531.01 and to be used for the purposes set forth in A.R.S. § 44-
3 1531.01(C).

4 **C. Entry of Judgment.** Entry of this Judgment was bargained for and is a
5 material element of this Consent Decree. Plaintiff agrees that New GM shall not have any
6 obligation to pay, and shall not pay, any portion of the Maximum Payment Amount unless and
7 until the time of entry of this Judgment as provided for in this Consent Decree.

8 **4. Release of Released Claims by Releasing Parties.** Upon New GM's payment of
9 the Maximum Payment Amount for good and valuable consideration as set forth herein, the
10 Released Parties shall be released and forever discharged to the fullest extent possible by all
11 Releasing Parties from any and all Released Claims. All Releasing Parties, including the
12 Attorney General, covenant and agree that they shall not hereafter seek to establish liability
13 against, or seek any recovery from, any Released Party based, in whole or in part, on any of the
14 Released Claims. Each Releasing Party, for good and valuable consideration received,
15 expressly waives and fully, finally, and forever settles and releases all Released Claims, without
16 regard to the subsequent discovery or existence of different or additional facts.

17 **5. Covenant Not to Sue.** Upon New GM's payment of the Maximum Payment
18 Amount for good and valuable consideration as set forth herein, the Releasing Parties hereby
19 release, acquit, and forever discharge New GM and the other Released Parties of and from any
20 liability whatsoever in respect of all Released Claims and agree and covenant not to sue, or join
21 in or cooperate in any suit, against New GM or any other Released Parties, in any capacity, for
22 any Released Claims. Included in this covenant not to sue, Plaintiff, Defendant, and
23 Defendant's Counsel covenant and agree that no party or party's counsel shall be entitled to
24 make an application for an award of attorneys' fees, expenses or costs pursuant to any statute or
25 rule. Pursuant to Section II.3.A above, Plaintiff acknowledges and agrees that Plaintiff's
26 Counsel shall not be entitled to recover any separate amount of any kind whatsoever from New
27 GM or the other Released Parties arising out of or related to the Complaint or to this Consent
28 Decree.

1 6. **Release and Covenant Not to Sue as Consideration for Payment Amount.** The
2 Maximum Payment Amount paid by New GM is in consideration of the covenant not to sue, as
3 well as the release of Released Parties by the Releasing Parties from any and all Released
4 Claims set forth herein and the Consumer Release to be returned hand-signed by each Eligible
5 Consumer who elects to receive payment under this Consent Decree. The covenants not to sue,
6 the release of Released Parties by the Releasing Parties from any and all Released Claims, both
7 of which are specified herein, and receipt of a hand-signed Consumer Release, a template of
8 which is attached as Exhibit 2, from each Eligible Consumer as a condition of receiving
9 payment were bargained for and are material terms of this Consent Decree.

10 7. **Information.** The Parties acknowledge that they may hereafter discover
11 information or facts different from, in addition to, and/or contrary to those which they now
12 know to be or believe to be true with respect to any alleged damages, injuries, losses and/or
13 Released Claims, or conduct of New GM or any of the other Released Parties, arising out of or
14 relating in any way to the subject matter of the Litigation, whether or not alleged therein. This
15 specifically includes, but is not limited to, any and all information, facts, events or legal rulings
16 arising out of or relating in any way to the subject matter of the Litigation, whether or not
17 alleged therein or herein, information or facts directly or indirectly derived from information
18 New GM, any other Released Party, Plaintiff or any other Releasing Party, or any other source
19 may later produce or disclose, and any information a Party would have obtained as a result of
20 any and all past and pending discovery requests, motions, and disputes, as well as information or
21 facts derived from or obtained by any other means or from any other source whatsoever,
22 including, but not limited to, any rulings from state or federal court. The Parties agree that this
23 settlement, including payment of the Maximum Payment Amount by New GM, the covenant not
24 to sue, the release of Released Parties by the Releasing Parties from any and all Released Claims
25 set forth herein, and the Consumer Release executed by each Eligible Consumer, shall be and
26 remain effective in all respects, notwithstanding any such different, additional, contrary or
27 nondisclosed information or facts if later learned or obtained by Plaintiff and/or any of the other
28 Releasing Parties.

8. **Exclusive Remedy.** This Consent Decree shall be the exclusive source of remedy for any and all Released Claims and for any complaint by the Plaintiff and/or any of the other Releasing Parties against New GM and/or any of the other Released Parties regarding the Released Claims, as well as the exclusive source of remedy for each Eligible Consumer who receives a disbursement pursuant to Section II.3.B above. No Released Party shall be subject to liability or expense of any kind regarding the Released Claims except as provided in this Consent Decree. No Released Party shall be subject to liability or expense of any kind regarding the released claims set forth in the Consumer Release of each Eligible Consumer who receives a disbursement pursuant to Section II.3.B above except as provided in this Consent Decree. This Consent Decree, and each Consumer Release of each Eligible Consumer who receives a disbursement pursuant to Section II.3.B above, shall be binding upon, and inure to the benefit of, the Parties' successors and assigns. Each Released Party shall be entitled to enforce the release of Released Claims by the Releasing Parties pursuant to this Consent Decree. Each Released Party shall be entitled to enforce the Consumer Release of each Eligible Consumer who receives a disbursement pursuant to Section II.3.B above.

IV. ADDITIONAL PROVISIONS

1. **No Admission of Liability or Wrongdoing.** Nothing contained in this Consent Decree, nor any actions taken to negotiate or in furtherance of this Consent Decree, nor any information, documentation, or data transmitted by New GM in connection thereto, nor any communications relating thereto shall constitute or be deemed or construed as an admission of liability or wrongdoing or of any position whatsoever in connection with any matters in any pending or potential litigation, including litigation arising out of or relating in any way to the subject matter of the Litigation, whether or not alleged therein. This settlement, including this Consent Decree, each executed Consumer Release, any documents being executed or delivered pursuant to this settlement or this Consent Decree, or any communications relating thereto (i) shall not be admissible in evidence before any court or other tribunal to establish liability or damages in relation to any claim relating to litigation arising out of or relating in any way to the subject matter of the Litigation or any other litigation, and (ii) shall not constitute or be used as

1 precedent or evidence in any future matter involving or against New GM or any other Released
2 Parties.

3 2. **Identification under Internal Revenue Code Section 162(f).** The Parties agree
4 and acknowledge that the Maximum Payment Amount to be paid by New GM in consideration
5 of this Consent Decree pursuant to the terms and conditions set forth herein does not constitute a
6 penalty, fine, or payment in lieu thereof, nor any other form of assessment for any alleged claim
7 or offense, including the Released Claims. The Parties further agree and acknowledge that the
8 Maximum Payment Amount to be paid by New GM is within the category of payments
9 described in section 162(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"),
10 and Plaintiff agrees that any report submitted under Code section 6050X will identify the
11 Maximum Payment Amount as such.

12 3. **Notices.** All notices and communications by and among the Parties shall be in
13 writing and shall be deemed to have been properly given when received. Any notice or other
14 communication made pursuant to this Consent Decree shall be sent, as applicable, by email
15 and/or overnight delivery to the persons set forth below:

16 For Plaintiff, to:

17 Matthew du Mee
18 Assistant Attorney General
19 Office of the Arizona Attorney General
20 2005 N. Central Ave.
 Phoenix, AZ 85004-1592

21 For New GM, to:

22 Ann Cathcart Chaplin, Esq.
23 Deputy General Counsel, Intellectual Property, Regulation & Litigation
24 General Motors LLC
25 300 Renaissance Center
 Detroit, MI 482165
 ann.cathcartchaplin@gm.com

26 Richard C. Godfrey, P.C.
27 Kirkland & Ellis LLP
28

1 300 North LaSalle
2 Chicago, IL 60654
3 richard.godfrey@kirkland.com

4 4. **Exhibits.** All of the exhibits to this Consent Decree are incorporated herein by
5 reference as if set forth verbatim.

6 5. **Reasonable Best Efforts to Effectuate This Settlement.** The Parties and their
7 counsel agree to use their reasonable best efforts, including all steps and efforts contemplated by
8 this Consent Decree and any other reasonable steps and efforts that may be necessary and
9 appropriate, to carry out the terms of this Consent Decree.

10 6. **No Representations.** Except as set forth in this Consent Decree and its exhibits,
11 New GM and the other Released Parties (on the one hand) and Plaintiff and other Releasing
12 Parties (on the other hand) have not made, and do not make, any other representations,
13 warranties, promises, or agreements to or with each other concerning this Consent Decree.

14 7. **Enforcement of Settlement.** Notwithstanding the provisions of Section IV.1, this
15 Consent Decree may be pleaded as a full and complete defense to any action, suit or other
16 proceeding that has been or may be instituted, prosecuted, or attempted by any of the Releasing
17 Parties and/or any of the Eligible Consumers who receive a disbursement pursuant to Section
18 II.3.B with respect to any of the Released Claims and may be filed, offered, and received into
19 evidence and otherwise used by any of the Released Parties for such defense and/or in support of
20 injunctive relief against any such action, suit or other proceeding. Notwithstanding the
21 provisions of Section IV.1, this Consent Decree and the Consumer Release of an Eligible
22 Consumer who receives a disbursement pursuant to Section II.3.B may be pleaded as a full and
23 complete defense to any action, suit or other proceeding that has been or may be instituted,
24 prosecuted, or attempted with respect to any of the released claims set forth in the Consumer
25 Release and may be filed, offered, and received into evidence and otherwise used by any of the
26 Released Parties for such defense and/or in support of injunctive relief against any such action,
27 suit or other proceeding.

28 8. **Representation and Warranty.** The Releasing Parties represent and warrant that

1 the Maximum Payment Amount is the entire and sole amount that they are entitled to recover
2 under this Consent Decree regarding the Released Claims subject to the terms and conditions
3 specified herein, and that they shall not seek to recover by any means, directly or indirectly,
4 whether from any of the Released Parties or any other person or entity, any sums regarding the
5 Released Claims, other than the Maximum Payment Amount.

6 9. **No Obligations for Defendant's Counsel.** Plaintiff and other Releasing Parties
7 agree that they shall look only to New GM for payment of the Maximum Payment Amount and
8 other performance hereunder and not to any counsel representing New GM.

9 10. **Modification.** Except as otherwise expressly provided for herein, this Consent
10 Decree may not be rescinded, cancelled, terminated, supplemented, amended or modified in any
11 manner whatsoever without the prior written consent of both Parties hereto.

12 11. **Waiver.** The waiver by either Party of any breach of this Consent Decree by the
13 other Party must be in writing and shall not be deemed or construed as a waiver of any other
14 breach, whether prior, subsequent, or contemporaneous, of this Consent Decree.

15 12. **Headings.** The section headings in this Consent Decree are for convenience of
16 reference only and are not to be considered in construing this Consent Decree.

17 13. **Authorship.** The Parties have negotiated all of the terms and conditions of this
18 Consent Decree at arm's length. Neither Plaintiff nor Defendant, nor any of their counsel, shall
19 be considered to be the sole drafter of this Consent Decree or any of its provisions for the
20 purpose of any statute, case law, or rule of interpretation or construction that would or might
21 cause any provision to be construed against the drafter of this Consent Decree. This Consent
22 Decree shall be deemed to have been mutually prepared by the Parties and shall not be construed
23 against either of them by reason of authorship. This Consent Decree shall not be construed
24 strictly against either Party, but rather only in accordance with its language and express purpose.

25 14. **Beneficiaries.** This Consent Decree shall be binding upon and shall inure to the
26 benefit of the Parties hereto. Subject to the foregoing sentence, nothing expressed or implied in
27 this Consent Decree is intended to or shall be construed to confer upon or give any person or
28 entity other than Plaintiff and the other Releasing Parties and New GM and the other Released

1 Parties any right to enforce this Consent Decree. Unless expressly stated, no provision of this
2 Consent Decree is intended to create any third-party beneficiary or third-party beneficiary rights
3 to enforce this Consent Decree.

4 15. **Integrated Agreement.** This Consent Decree, including the exhibits hereto,
5 contain an entire, complete and integrated statement of each and every term and provision
6 agreed to in settlement by and between the Parties hereto, and cancels and supersedes all prior or
7 contemporaneous oral or written agreements, undertakings and/or understandings of any kind
8 among the Parties.

9 16. **Timing.** Plaintiff and Defendant may agree in writing to reasonable extensions of
10 time to carry out the provisions of this Consent Decree.

11 17. **Consultation.** Before filing any proceeding, claim, motion, or petition raising a
12 dispute arising out of or related to this Consent Decree, Plaintiff and Defendant shall consult
13 with each other in good faith to attempt to resolve the dispute and certify to the court or tribunal
14 that they have so consulted.

15 18. **Authority.** Each individual executing this Consent Decree represents and
16 warrants that he or she is fully authorized to do so in the capacity stated.

17 19. **Interpretation.** In this Consent Decree, unless the context requires otherwise, (a)
18 references to this Consent Decree shall include all exhibits hereto or referenced herein; (b)
19 references to any law shall include all rules and regulations promulgated thereunder; (c) unless
20 prefaced by the word "business," references to "day" or "days" in the lower case are to calendar
21 days, but if the last day is a Saturday, Sunday or legal holiday (as defined for purposes of
22 Arizona Rule of Civil Procedure 6(a)), the period shall continue to run until the end of the next
23 day that is not a Saturday, Sunday or legal holiday; and (d) references to dollars or "\$" are to
24 United States dollars.

25 20. **Construction.** This Consent Decree shall be construed and interpreted to
26 effectuate the intent of the Parties, which is to provide, through this Consent Decree, for a
27 complete resolution of the Released Claims with respect to the Released Parties, as well as for a
28 complete resolution of released claims set forth in the Consumer Release with respect to the

1 Released Parties for each Eligible Consumer who receives a disbursement pursuant to Section
2 IL.3.B.

3 21. **Recitals.** Each of the Recitals set forth above is substantive and is hereby
4 incorporated into and made part of this Consent Decree.

5 22. **Counterparts.** This Consent Decree may be executed in counterparts and by
6 different Parties hereto in separate counterparts, each of which when so executed shall be
7 deemed to be an original and all of which taken together shall constitute one and the same
8 agreement. The separate counterparts may be transmitted to any of the Parties via email in a
9 .pdf file or in hard copy via the United States postal service.

10 23. **Effectiveness.** This Consent Decree shall be effective upon the Effective Date.

11 24. **Costs.** Each Party shall bear its own costs, fees and expenses, including attorneys'
12 fees.

13 25. **Confidential Materials.** All documents or other materials that have been
14 designated as "Confidential" or "Highly Confidential" shall continue to be governed by all
15 applicable Orders of the Court, including MDL 2543 Order No. 10 as adopted by the Court, and
16 shall be treated in accordance with those Orders.

17 26. **Jurisdiction.** Jurisdiction is retained by this Court solely for the purpose of
18 enforcing this Decree.

19 27. **Final Judgment.** This judgment resolves all outstanding claims. As no further
20 matters remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

21
22 DATED this ____ day of _____, 2018.

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24 JUDGE OF THE SUPERIOR COURT
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CONSENT TO JUDGMENT

1. Defendant acknowledges that it was served with a copy of the Summons and Complaint, has read the Consent Decree, is aware of its rights to a trial in this matter, and has waived the same.
2. Defendant admits the jurisdiction of this Court and consents to the entry of the foregoing Consent Decree.
3. Except as expressly set forth in this Consent Decree, Defendant states that no promise of any kind or nature whatsoever was made to induce it to enter into this Consent Decree and declares that it has entered into this Consent Decree voluntarily.
4. This Consent Decree is entered as a result of a compromise and a settlement agreement between the parties. Only the parties to this action may seek enforcement of this Consent Decree. Nothing herein is intended to create a private right of action by other parties.
5. Defendant General Motors LLC represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.

DATED this 16th day of March, 2018.

By: 

Ann Cathcart Chaplin, Esq.
Deputy General Counsel
Intellectual Property, Regulation & Litigation
General Motors LLC
300 Renaissance Center
Detroit, MI 48265

1 APPROVED AS TO FORM AND CONTENT:

2 MARK BRNOVICH
3 Attorney General

Kirkland & Ellis LLP

4
5
6 By: Matthew du Mée
7 Matthew du Mée
8 Assistant Attorney General
9 Attorneys for Plaintiff

Richard C. Godfrey
Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attorneys for Defendants

10 The foregoing e-filed with the Clerk of the Court
11 for filing via AZTurboCourt this 6th day of March, 2018.

12 COPY of the foregoing e-mailed via AZTurboCourt
13 this 6th day of March, 2018, to:

14 Thomas M. Klein
15 C. Megan Fischer
16 BOWMAN AND BROOKE LLP
17 2901 North Central Avenue, Suite 1600
18 Phoenix, Arizona 85012
19 thomas.klein@bowmanandbrooke.com
20 megan.fischer@bowmanandbrooke.com

21 Leonid Feller
22 Richard C. Godfrey
23 Andrew B. Bloomer
24 KIRKLAND & ELLIS LLP
25 300 North LaSalle
26 Chicago, Illinois 60654
27 leonid.feller@kirkland.com
28 richard.godfrey@kirkland.com
andrew.bloomer@kirkland.com

By: /s/ Michelle Roth

EXHIBIT 1

[ARIZONA ATTORNEY GENERAL LETTERHEAD]

[DATE]

Dear [Eligible Consumer],

We are pleased to notify you that my office and General Motors LLC ("GM") have reached a settlement relating to a lawsuit filed by my office against GM. The settlement relates to certain GM vehicles that were recalled in 2014. GM's records indicate that you may be an Arizona resident who purchased an eligible new or certified pre-owned GM vehicle from a GM dealer located in Arizona between July 10, 2009 and July 10, 2014, and did not resell the vehicle before announcement of the involved recall ("Eligible Consumer"). Specifically, GM's records indicate that you purchased a (FILL IN MODEL YEAR, MAKE, AND VIN) in this time frame.

Before I go further, I need to note that if you are represented by an attorney with regard to an issue with a GM vehicle, you should give this letter to your attorney and discuss this matter with them.

If you are an Eligible Consumer, and you sign and return the enclosed Consumer Release, you will receive a payment under the settlement with my office. Your estimated payment amount under the settlement is a minimum of \$X, and will likely be more than \$X. You may choose not to sign a Consumer Release, but if you do not sign a Consumer Release, you will not receive a payment under this settlement.

To receive a payment under the settlement, you **must** hand-sign and return the attached Consumer Release to [CLAIMS ADMINISTRATOR] at the address below. **Please note that in signing the Consumer Release, you attest under penalty of perjury that you satisfy the definition of an Eligible Consumer under the settlement and are releasing all claims you may have against GM and others specified in the Consumer Release relating to the 2014 recalls.** Your signed Consumer Release must be received by [CLAIMS ADMINISTRATOR] by no later than **[CONSUMER RELEASE DEADLINE]**.

For more information, please contact [CLAIMS ADMINISTRATOR AND CONTACT DETAILS, INCLUDING PHONE NUMBER.]

Sincerely,

[ATTORNEY GENERAL SIGNATURE]

EXHIBIT 2

RELEASE OF SPECIFIED CLAIMS

MUST BE FULLY EXECUTED AND RETURNED TO CLAIMS ADMINISTRATOR PRIOR TO RECEIVING PAYMENT

1. This is a release ("Release") of any and all claims, demands, actions, or causes of action, either known or unknown, against the persons or entities identified below in Paragraph 2.a (the "Released Parties") arising out of any recall initiated by General Motors LLC in the calendar year 2014 (the "2014 Recalls"). The 2014 Recalls include, without limitation: (i) National Highway Traffic Safety Administration ("NHTSA") Recall Number 14v047 ("Delta Ignition Switch"); (ii) NHTSA Recall Number 14v355 ("Impala Key Rotation"); (iii) NHTSA Recall Number 14v394 ("Cadillac CTS/SRX Key Rotation"); (iv) NHTSA Recall Number 14v346 ("Camaro Knee-to-Key Rotation"); (v) NHTSA Recall Number 14v118 ("Lambda Side Impact Airbag"); and (vi) NHTSA Recall Number 14v153 ("Electric Power Steering").
2. I attest that (1) I am an Arizona resident; (2) between July 10, 2009 and July 10, 2014, I purchased a GM vehicle subject to one of the 2014 Recalls from a GM dealer located in Arizona; and (3) I did not re-sell the GM vehicle prior to the announcement of each the 2014 Recalls that applied to my vehicle (FILL IN MODEL YEAR, MAKE, AND VIN). I hereinafter in this release am referred to as "Releasor." In consideration for the compensation to be paid to Releasor to resolve any claims in connection with the 2014 Recalls, Releasor hereby freely and voluntarily executes this Release and acknowledges, understands, and agrees to the following:
 - a. By agreeing to this Release, with respect to the 2014 Recalls, Releasor forever waives, discharges and releases all claims, damages, demands, costs, actions, or causes of action, either known or unknown, that Releasor may have or may hereafter have against anyone who is or could be responsible or liable for the "2014 Recalls Issue," which is defined as the design, engineering, manufacture, sales, service and/or safety recall practices of any vehicles subject to one or more of the 2014 Recalls, and all General Motors LLC marketing, advertising and promotional activities and materials (whether published in print, television, radio, electronically or by any other means) applicable to any vehicles subject to one or more of the 2014 Recalls. This release is in favor of and includes (1) General Motors Company, General Motors LLC, General Motors Holdings LLC, as well as their respective past, present and future officers, directors, agents, employees, servants, subsidiaries, affiliated companies, parent companies, related companies, spin-offs, holding companies, joint-ventures, partnerships, members, divisions, stockholders, suppliers to GM, attorneys, predecessors, successors, heirs and assigns; (2) any and all persons, firms, corporations, associations, partnerships, entities or authorized GM dealers pursuant to a dealer sales and service agreement involved in the design, manufacture, assembly, testing, advertising, marketing, sale, inspection, maintenance, repair, or distribution of GM vehicles; (3) any and all suppliers of materials, components, and/or services used in the manufacture of GM vehicles; (4) Vehicle Acquisition Holdings, LLC, NGMCO, Inc., the former General Motors Corporation later known as Motors Liquidation Company, Motors Liquidation Corporation, Motors Liquidation Company GUC Trust, Motors Liquidation Company Avoidance Action Trust, or any other trust established by the Motors Liquidation Company bankruptcy plan to hold or pay liabilities of Motors Liquidation Company or General Motors Corporation; and (5) any and all past, present, and future officers, directors, agents, employees, servants, subsidiaries, affiliated companies, parent companies, related companies, spin-offs, holding companies, joint-ventures, partnerships, members, divisions, stockholders, suppliers to GM, attorneys, predecessors, successors, heirs and assigns of any of the above (collectively, the "Released Parties").
 - b. With respect to the 2014 Recalls Issue, this Release applies to all claims, demands, actions, or causes of action, either known or unknown, against the Released Parties regardless of the legal or equitable theory (including, but not limited to, theories under federal, state or local law, and including without limitation statutory law, regulation, common law, strict liability, negligence, gross negligence, punitive damages, breach of warranty, misrepresentation, breach of contract, fraud, fraudulent concealment, unjust enrichment, deceptive trade practices, and all other legal and equitable theories, any claims under the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*, or the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*) whether existing now or arising in the future, including without limitation any claims alleging economic losses.
 - c. With respect to the 2014 Recalls Issue, Releasor acknowledges that there may be information or facts that are different from, in addition to, and/or contrary to those that Releasor now knows or understands to be true, and

that there may be damages, losses, costs, and expenses arising out of the 2014 Recalls Issue of which Releasor is not currently aware or which are unanticipated at this time. By signing this Release, Releasor acknowledges that Releasor forever waives and discharges any rights which Releasor may have against the Released Parties for any such claim which may arise in the future and that this Release shall be and remain effective in all respects, notwithstanding any such additional and/or contrary information or facts.

- d. With respect to the 2014 Recalls Issue, Releasor understands and acknowledges that the payment made pursuant to this Release is made without any admission of liability or wrongdoing by any of the Released Parties and without any acknowledgement by any of the Released Parties that Releasor may bring any claim or cause of action against any of them.
 - e. With respect to the 2014 Recalls Issue, Releasor agrees not to file, commence, or participate in any legal proceeding against the Released Parties. To the extent Releasor has already initiated or participated in any legal proceeding against the Released Parties with respect to the 2014 Recalls Issue, Releasor represents that Releasor, or Releasor's attorneys at Releasor's direction, have dismissed or will dismiss the Released Parties from any such legal proceeding with prejudice, and that Releasor will provide proof of such dismissal to the Released Parties within 14 days of executing this Release.
 - f. With respect to the 2014 Recalls Issue, this Release is intended to be full, final, and complete and shall not be subject to any claim of mistake of fact or law. This Release shall be binding upon the heirs, agents, servants, beneficiaries, legal representatives, assigns, wards, executors, successors, and administrators of Releasor.
 - g. Releasor is agreeing to this Release voluntarily and in good faith and with the specific intent of settling any claim Releasor may have against the Released Parties arising out of the 2014 Recalls Issue.
 - h. Releasor acknowledges the opportunity to obtain the advice of an attorney of Releasor's choosing and at Releasor's own cost before signing this Release. Releasor has carefully read and understands the entirety of this Release. Releasor has received no inducements from anyone to influence Releasor into signing this Release. Releasor is executing this Release solely in reliance upon Releasor's own knowledge, belief, and judgment, and not upon the representations of any other person.
 - i. Releasor represents that he or she has the full capacity, right and authority, legal and otherwise, to enter into this Release and that Releasor has not transferred or assigned any of Releasor's rights of recovery with respect to the 2014 Recalls Issue against any Released Parties.
- 3. If any provision of this Release is held to be illegal, invalid, or unenforceable, Releasor understands and agrees that such provision shall be fully severable and the remainder of the Release shall be enforceable as if such provision had not been included in the Release.
 - 4. Releasor understands and acknowledges that this Release shall be governed in all respects by the law of the State of Arizona.
 - 5. By agreeing to this Release, Releasor acknowledges and agrees to all of the terms and conditions set forth in this Release.

Signature

Date: _____

Printed Name

EXHIBIT 3

EXHIBIT 3

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
06 Ormskirk Limited	England and Wales Canada
2140879 Ontario Inc.	Ontario
2140879 Ontario Inc.	Canada
6153933 Canada Ltd.	Delaware
ACAR Leasing Ltd.	Delaware
ACF Investment Corp.	Germany
ACF Investment Corp.	Delaware
Adam Opel AG	Nevada
Adam Opel GmbH	Germany
Advance Motors Limited	England and Wales
AEyc, Inc.	Delaware
AFS Management Corp.	Nevada
AFS SenSub Corp.	England
AFS SenSub Corp.	Nevada
Aftermarket (UK) Limited	Italy
Aftermarket (UK) Limited	England
Aftermarket Italia S.r.l. in liquidazione	Egypt
Aftermarket Italia S.r.l. in liquidazione	Italy
AL Mansour Automotive SAE	Delaware
Alphabet Energy, Inc.	Delaware
AmeriCredit Automobile Receivables Trust 2007- B-F	Delaware
AmeriCredit Automobile Receivables Trust 2007-D-F	Delaware
AmeriCredit Automobile Receivables Trust 2010-1	Delaware
AmeriCredit Automobile Receivables Trust 2010-2	Delaware
AmeriCredit Automobile Receivables Trust 2010-3	Delaware
AmeriCredit Automobile Receivables Trust 2010-4	Delaware
AmeriCredit Automobile Receivables Trust 2010-A	Delaware
AmeriCredit Automobile Receivables Trust 2010-B	Delaware
AmeriCredit Automobile Receivables Trust 2011-1	Delaware
AmeriCredit Automobile Receivables Trust 2011-2	Delaware
AmeriCredit Automobile Receivables Trust 2011-3	Delaware
AmeriCredit Automobile Receivables Trust 2011-4	Delaware
AmeriCredit Automobile Receivables Trust 2011-5	Delaware
AmeriCredit Automobile Receivables Trust 2012-1	Delaware
AmeriCredit Automobile Receivables Trust 2012-2	Delaware
AmeriCredit Automobile Receivables Trust 2012-3	Delaware
AmeriCredit Automobile Receivables Trust 2012-4	Delaware
AmeriCredit Automobile Receivables Trust 2012-5	Delaware
AmeriCredit Automobile Receivables Trust 2013-1	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
AmeriCredit Automobile Receivables Trust 2013-2	Delaware
AmeriCredit Automobile Receivables Trust 2013-3	Delaware
AmeriCredit Automobile Receivables Trust 2013-4	Delaware
AmeriCredit Automobile Receivables Trust 2013-5	Delaware
AmeriCredit Automobile Receivables Trust 2014-1	Delaware
AmeriCredit Automobile Receivables Trust 2014-2	Delaware
AmeriCredit Automobile Receivables Trust 2014-3	Delaware
AmeriCredit Automobile Receivables Trust 2014-3	Nevada
AmeriCredit Automobile Receivables Trust 2014-4	Delaware
AmeriCredit Automobile Receivables Trust 2015-1	Delaware
AmeriCredit Automobile Receivables Trust 2015-2	Delaware
AmeriCredit Automobile Receivables Trust 2015-3	Delaware
AmeriCredit Automobile Receivables Trust 2015-4	Delaware
AmeriCredit Automobile Receivables Trust 2016-1	Delaware
AmeriCredit Automobile Receivables Trust 2016-2	Delaware
AmeriCredit Automobile Receivables Trust 2016-3	Delaware
AmeriCredit Automobile Receivables Trust 2016-4	Delaware
AmeriCredit Automobile Receivables Trust 2017-1	Delaware
AmeriCredit Automobile Receivables Trust 2017-2	Delaware
AmeriCredit Automobile Receivables Trust 2017-3	Delaware
AmeriCredit Automobile Receivables Trust 2017-4	Delaware
AmeriCredit Consumer Loan Company, Inc.	Nevada
AmeriCredit Consumer Loan Company, Inc. AmeriCredit Financial Services, Inc.	Delaware
AmeriCredit Financial Services, Inc.	Delaware
AmeriCredit Funding Corp. XI	Delaware
AmeriCredit Syndicated Warehouse Trust	Delaware
Amherstburg Chevrolet Buick GMC (2016) Limited	
Andersen & Martini Auto A/S	Denmark
Andiamo Riverfront, LLC	Michigan
Annunciata Corporation	Delaware
APGO Trust	Delaware
Approach (UK) Limited	England and Wales
Argonaut Holdings LLC	Delaware
Atlantic Automobiles SAS	France
Auto Distribution Provenance SAS	France
Auto Fornebu AS	Norway
Auto Lease Finance Corporation	Cayman Islands
Auto Partners III, Inc.	Delaware
Autohaus G.V.O. GmbH	Germany
Autovision (Scotland) Limited	Scotland
Autozentrum West Köln GmbH	Germany

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Aviation Spectrum Resources Holdings, Incorporated	Delaware
Ballards of Watford Limited	England and Wales
Banco GMAC S.A.	Brazil
Baylis (Gloucester) Limited	England and Wales
Beerens O.C. NV	Belgium
Berse Road (No. 1) Limited	England
Berse Road (No. 2) Limited	England
Betula Cars S.L.	Spain
BitCirkeln Malmo AB	Sweden
Blackdown Motor Company Limited	England and Wales
Bochum Perspektive 2022 GmbH	Germany
BOCO (Proprietary) Limited	South Africa
Boco Trust	South Africa
Boden Brussels NV	Belgium
Brandish Limited	England and Wales
Bridge Motors (Banbury) Limited	England and Wales
Bridgewater Chevrolet, Inc.	Delaware
Britain Chevrolet, Inc.	Delaware
BS Auto Praha sro	Czech Republic
Cadillac Europe GmbH	Switzerland
Cadillac of Greenwich, Inc.	Delaware
Carve-Out Ownership Cooperative LLC	Delaware
Caterpillar Logistics SCS	Italy
Certified Security Solutions, Inc.	Oregon
Charles Hurst Motors Limited	Northern Ireland
Chevrolet Austria GmbH	Austria
Chevrolet Austria GmbH in Liqu.	Austria
Chevrolet Belgium NV	Belgium
Chevrolet Cadillac of Pawling, Inc.	Delaware
Chevrolet Central and Eastern Europe	Hungary
Chevrolet Deutschland GmbH	Germany
Chevrolet Espana, S.A.	Spain
Chevrolet Euro Parts Center B.V.	Netherlands
Chevrolet Europe GmbH	Switzerland
Chevrolet Finland Oy	Finland
Chevrolet France	France
Chevrolet Italia S.p.A.	Italy
Chevrolet Nederland B.V.	Netherlands
Chevrolet of Fairfield, Inc.	Delaware
Chevrolet of Novato, Inc.	Delaware
Chevrolet Otomotiv Ticaret Limited Sirketi	Turkey

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Chevrolet Poland Sp. z o.o.	Poland
Chevrolet Portugal, Lda.	Portugal
Chevrolet Sales (Thailand) Limited	Thailand
Chevrolet Sales India Private Ltd.	India
Chevrolet Sociedad Anonima de Ahorro para Fines Determinados	Argentina
Chevrolet Suisse S.A.	Switzerland
Chevrolet Sverige AB	Sweden
Chevrolet UK Limited Ltd	England
CHEVYPLAN S.A. Sociedad Administradora de Planes de Autofinanciamiento Comercial	Colombia
CHEVYPLAN, CA	Venezuela, Bolivarian Republic
Claro Automobiles SAS	France
Comercial	Colombia
Controladora General Motors, S.A. de C.V.	Mexico
Coskata, Inc.	Delaware
Countryside Chevrolet, Inc.	Delaware
Courtesy Buick-GMC, Inc.	Delaware
Crash Avoidance Metrics Partners LLC	Michigan
Crash Avoidance Metrics Partnerships	Michigan
Crosby Automotive Group, Inc.	Delaware
Curt Warner Chevrolet, Inc.	Delaware
Daniels Chevrolet, Inc.	Delaware
DCJ I LLC	Delaware
Dealership Liquidations, Inc.	Delaware
DeCuir Automotive Group, Inc.	Delaware
Delphi Energy and Engine Management Systems UK Overseas Corporation	Delaware
Delta ID Inc.	Delaware
DENICAR S.R.L.	Italy
Detroit Investment Fund, L.P.	Delaware
Diso Madrid S.I.r.	Spain
Diso Madrid S.L.	Spain
DMAX, Ltd.	Ohio
Doraville Bond Corporation	Delaware
Drive Motor Properties LLP	England and Wales
Drive Motor Retail Limited	England and Wales
E. Maulme C. A.	Brazil
Eden (GM) Limited	England and Wales
Elasto S.A.	Ecuador
Empower Energics, Inc.	Delaware
Enehi Corporation	Delaware
Englewood Chevrolet, Inc.	Delaware
Envia Systems, Inc.	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
F G Barnes (Maidstone) Limited	England and Wales
Fabrica Nacional de Autobuses Fanabus, S.A.	Venezuela, Bolivarian Republic
FAW Harbin Light Duty Vehicle Company Limited	China
FAW-GM Hongta Yunnan Automobile Manufacturing Company Limited	China
FAW-GM Light Duty Commercial Vehicle Co., Ltd.	China
Fline GmbH	Germany
Fludicon GmbH	Germany
Fox Valley Buick-GMC, Inc.	Delaware
Fuel Cell System Manufacturing LLC	Delaware
G.M.A.C. Financiera de Colombia S.A. Compania de Financiamiento Comercial	Colombia
G.M.A.C.-Comercio e Aluguer de Veiculos, Lda.	Portugal
General International Insurance Services Limited	Bermuda
General International Limited	Bermuda
General Motors - Colmotores S.A.	Colombia
General Motors (China) Investment Company Limited	China
General Motors (Hong Kong) Company Limited	Hong Kong
General Motors (Thailand) Limited	Thailand
General Motors Advisory Services LLC	Uzbekistan
General Motors Africa and Middle East FZE	United Arab Emirates
General Motors Asia Pacific (Pte) Ltd.	Singapore
General Motors Asia Pacific Holdings, LLC	Delaware
General Motors Asia, Inc.	Delaware
General Motors Asset Management Corporation	Delaware
General Motors Australia Ltd.	Australia
General Motors Austria GmbH	Austria
General Motors Auto LLC	Russian Federation
General Motors Automobiles Philippines, Inc.	Philippines
General Motors Automotive Holdings, S.L.	Spain
General Motors Belgique Automobile NV	Belgium
General Motors Belgium N.V.	Belgium
General Motors Brasil Holdings Ltda.	Brazil
General Motors Chile Industria Automotriz Limitada	Chile
General Motors China LLC	Delaware
General Motors China, Inc.	Delaware
General Motors CIS LLC	Russian Federation
General Motors Company	Delaware
General Motors Coordination Center BVBA	Belgium
General Motors Daewoo Auto and Technology CIS LLC	Russian Federation
General Motors de Argentina S.r.l.	Argentina
General Motors de Mexico, S. de R.L. de C.V.	Mexico
General Motors del Ecuador S.A.	Ecuador

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors do Brasil Ltda.	Brazil
General Motors East Africa Limited	Kenya
General Motors Egypt, S.A.E.	Egypt
General Motors Espana, S.L.U.	Spain
General Motors Europe Holdings, S.L.U.	Spain
General Motors Europe Limited	England and Wales
General Motors Financial Chile Limitada	Chile
General Motors Financial Chile S.A.	Chile
General Motors Financial Company, Inc.	Texas
General Motors Financial International B.V.	Netherlands
General Motors Financial Italia S.p.A.	Italy
General Motors Financial of Canada, Ltd.	Ontario
General Motors Financial Suisse SA	Switzerland
General Motors Financial UK Limited	England and Wales
General Motors Finland Oy	Finland
General Motors Foundation, Inc.	Michigan
General Motors France	France
General Motors GBS Hungary Kft.	Hungary
General Motors Global Service Operations, Inc.	Delaware
General Motors Hellas S.A.	Greece
General Motors Holden Australia Ltd.	Australia
General Motors Holden Australia NSC Ltd.	Australia
General Motors Holdings LLC	Delaware
General Motors Holdings Participacoes Ltda.	Brazil
General Motors India Private Limited	India
General Motors International Holdings, Inc.	Delaware
General Motors International Operations Pte. Ltd.	Singapore
General Motors International Services Company SAS	Colombia
General Motors International Services LLC	
General Motors Investment Management Corporation	Delaware
General Motors Investment Participacoes Ltda.	Brazil
General Motors Investments Pty. Ltd.	Australia
General Motors Ireland Limited	Ireland
General Motors Israel Ltd.	Israel
General Motors IT Services (Ireland) Limited	Ireland
General Motors Italia S.r.l.	Italy
General Motors Japan Limited	Japan
General Motors Limited	England
General Motors LLC	Delaware
General Motors Manufacturing Poland Sp. z o.o.	Poland
General Motors Nederland B.V.	Netherlands

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors New Zealand Pensions Limited	New Zealand
General Motors of Canada Company	Canada
General Motors Overseas Commercial Vehicle Corporation	Delaware
General Motors Overseas Corporation	Delaware
General Motors Overseas Corporation (active)	Delaware
General Motors Overseas Distribution LLC	Delaware
GENERAL MOTORS PARTICIPACOES LTDA.	Brazil
General Motors Peru S.A.	Peru
General Motors Poland Spolka, z o. o.	Poland
General Motors Portugal Lda.	Portugal
General Motors Powertrain - Europe S.r.l.	Italy
General Motors Powertrain - Uzbekistan CJSC	Uzbekistan
General Motors Powertrain - Uzbekistan Joint Stock Company	Uzbekistan
General Motors Powertrain (Thailand) Limited	Thailand
General Motors Research Corporation	Delaware
General Motors South Africa (Pty) Limited	South Africa
General Motors Suisse S.A.	Switzerland
General Motors Taiwan Ltd.	Taiwan
General Motors Technical Centre India Private Limited	India
General Motors Thailand Investments, LLC	Delaware
General Motors Treasury Center, LLC	Delaware
General Motors Trkiye Limited Sirketi	Turkey
General Motors UK Limited	England
General Motors Uruguay S.A.	Uruguay
General Motors Uzbekistan Closed Joint Stock Company	Uzbekistan
General Motors Venezolana, C.A.	Venezuela
General Motors Ventures LLC	Delaware
General Motors Vietnam Company Ltd.	Vietnam
General Motors Warehousing and Trading (Shanghai) Co. Ltd.	China
General Motors-Holden's Sales Pty. Limited	Australia
Genie Mecanique Zairois, S.A.R.L.	Congo, The Democratic Republic
GeoDigital International Inc.	Ontario
Georgia Automotive Group, Inc.	Delaware
Global Human Body Models Consortium, LLC	Michigan
Global Services Detroit LLC	Delaware
Global Tooling Service Company Europe Limited	England and Wales
Glympse Inc.	Washington
GM - Isuzu Camiones Andinos de Chile SpA	Chile
GM - Isuzu Camiones Andinos de Colombia Ltda.	Colombia
GM - Isuzu Camiones Andinos de Colombia S.A.	Colombia
GM - ISUZU Camiones Andinos del Ecuador GMICA Ecuador Cia. Ltda.	Ecuador

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM (UK) Pension Trustees Limited	England
GM Administradora de Bens Ltda.	Brazil
GM APO Holdings, L.L.C.	Delaware
GM Auslandsprojekte GmbH	Germany
GM Automotive Services Belgium NV	Belgium
GM Automotive UK	England
GM Canada Holdings B.V.	Netherlands
GM Canada Holdings LLC	Delaware
GM Canada Limited Partnership	Canada
GM CME Holdings C.V.	Netherlands
GM Components Holdings, LLC	Delaware
GM Cruise LLC	Delaware
GM Daewoo UK Limited	England
GM Deutschland GmbH	Germany
GM Eurometals, Inc.	Delaware
GM Europe Treasury Company AB	Sweden
GM Finance Co. Holdings LLC	Delaware
GM Financial AB	Sweden
GM Financial Automobile Leasing Trust 2014-1	Delaware
GM Financial Automobile Leasing Trust 2014-2	Delaware
GM Financial Automobile Leasing Trust 2014-PP1	Delaware
GM Financial Automobile Leasing Trust 2015-1	Delaware
GM Financial Automobile Leasing Trust 2015-2	Delaware
GM Financial Automobile Leasing Trust 2015-3	Delaware
GM Financial Automobile Leasing Trust 2015-PP1	Delaware
GM Financial Automobile Leasing Trust 2015-PP2	Delaware
GM Financial Automobile Leasing Trust 2015-PP3	Delaware
GM Financial Automobile Leasing Trust 2015-PP4	Delaware
GM Financial Automobile Leasing Trust 2015-PP5	Delaware
GM Financial Automobile Leasing Trust 2016-1	Delaware
GM Financial Automobile Leasing Trust 2016-2	Delaware
GM Financial Automobile Leasing Trust 2016-3	Delaware
GM Financial Automobile Leasing Trust 2016-PP1	Delaware
GM Financial Automobile Leasing Trust 2016-PP2	Delaware
GM Financial Automobile Leasing Trust 2016-PP3	Delaware
GM Financial Automobile Leasing Trust 2016-PP4	Delaware
GM Financial Automobile Leasing Trust 2016-PP5	Delaware
GM Financial Automobile Leasing Trust 2016-PP6	Delaware
GM Financial Automobile Leasing Trust 2016-PP7	Delaware
GM Financial Automobile Leasing Trust 2017-1	Delaware
GM Financial Automobile Leasing Trust 2017-2	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM Financial Automobile Leasing Trust 2017-PP1	Delaware
GM Financial Automobile Leasing Trust 2017-PP2	Delaware
GM Financial Automobile Leasing Trust 2017-PP3	Delaware
GM Financial Automobile Leasing Trust 2017-PP4	Delaware
GM Financial Automobile Receivables Trust 2012-PP1	Delaware
GM Financial Automobile Receivables Trust 2014-PP1	Delaware
GM Financial Canada Leasing Ltd.	Ontario
GM Financial Colombia Holdings LLC	Delaware
GM Financial Colombia S.A. Compania de Financiamiento	Colombia
GM Financial Consumer Automobile Receivables Trust 2017-1	Delaware
GM Financial Consumer Automobile Receivables Trust 2017-2	Delaware
GM Financial Consumer Automobile Receivables Trust 2017-3	Delaware
GM Financial Consumer Discount Company	Pennsylvania
GM Financial de Mexico, S.A. de C.V. SOFOM E.R.	Mexico
GM Financial de Mexico, S.A. de C.V., SOFOME.N.R.	Mexico
GM Financial del Peru S.A.C	Peru
GM Financial GmbH	Germany
GM Financial Holdings LLC	
GM Financial Insurance Services GmbH	Germany
GM Financial Management Trust	Delaware
GM Financial Mexico Holdings LLC	Delaware
GM Financial Real Estate GmbH & Co KG	Germany
GM GEFS HOLDINGS (CHC4) ULC	Nova Scotia
GM Global Business Services Philippines, Inc.	Philippines
GM Global Holdings GmbH & Co. KG	Germany
GM Global Propulsion Systems -Torino S.r.l.	Italy
GM Global Purchasing and Supply Chain Romania Srl	Romania
GM Global Technology Operations LLC	Delaware
GM Global Tooling Company LLC	Delaware
GM Global Treasury Centre Limited	England and Wales
GM Holden Ltd.	Australia
GM Holdings U.K. No.1 Limited	England and Wales
GM Holdings U.K. No.3 Limited	England and Wales
GM International Sales Ltd.	Cayman Islands
GM Inversiones Santiago Limitada	Chile
GM Investment Trustees Limited	England
GM Korea Co., Ltd	Korea, Republic of
GM Korea Company	Korea, Republic of
GM Korea Ltd.	Korea, Republic of
GM LAAM Holdings, LLC	Delaware
GM Mexico Holdings B.V.	Netherlands

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM Nigeria Limited	Nigeria
GM Personnel Services, Inc.	Delaware
GM Plats (Proprietary) Limited	South Africa
GM PSA Purchasing Services S.A.	Belgium
GM Purchasing Vauxhall UK Limited	England
GM Regional Holdings LLC	Delaware
GM Retirees Pension Trustees Limited	England
GM Subsystems Manufacturing, LLC	Delaware
GM Supplier Receivables LLC	Delaware
GM Viet Nam Motor Company Ltd.	Vietnam
GM Warranty LLC	Delaware
GMAC - Instituicao Financeira de Credito, S.A.	Portugal
GMAC (Espana?) de Financiacion, S.A. Unipersonal	Spain
GMAC (Lease?) B.V. (aka Masterlease Europe)	Netherlands
GMAC Administradora de Consorcios Ltda.	Brazil
GMAC Automotriz Limitada	Chile
GMAC Bank GmbH (German entity)	Germany
GMAC Banque S.A.	France
GMAC Colombia S.A. LLC	Delaware
GMAC Comercial Automotriz Chile S.A.	Chile
GMAC Continental Corporation	Delaware
GMAC de Venezuela, C.A.	Venezuela
GMAC Espana de Financiacion, S.A. Unipersonal	Spain
GMAC Financial Services AB	Sweden
GMAC Financial Services GmbH	Germany
GMAC HIB	Sweden
GMAC Holding S.A. de C.V.	Mexico
GMAC Holdings (U.K.) Limited	England
GMAC Holdings UK Limited	England
GMAC Lease B.V. (aka Masterlease Europe)	Netherlands
GMAC Leasing GmbH (Austrian entity)	Austria
GMAC Leasing GmbH (German entity)	Germany
GMAC Nederland N.V.	Netherlands
GMAC Prestadora de Servicios de Mao de Obra Ltda.	Brazil
GMAC Real Estate GmbH & Co KG	Germany
GMAC Servicios S.A.S.	Colombia
GMAC Suisse SA	Switzerland
GMAC UK plc	England
GMACI Corretora de Seguros Ltda	Brazil
GMACI Corretora de Seguros S.A.	Brazil
GMAC-Prestadora de Servcios de Mo-de-Obra Ltda.	Brazil

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GMAM Real Estate I, LLC	Delaware
GM-AVTOVAZ CJSC	Russian Federation
GMCH&SP Private Equity II L.P.	Canada
GM-DI Leasing LLC	Delaware
GMF Automobile Leasing Trust 2013-(PP1?)	Delaware
GMF Europe Holdco Limited	United Kingdom
GMF Europe LLP	England and Wales
GMF Floorplan Owner Revolving Trust	Delaware
GMF Funding Corp.	Delaware
GMF Germany Holdings GmbH	Germany
GMF Global Assignment LLC	Delaware
GMF International LLC	Delaware
GMF Leasing LLC	Delaware
GMF Leasing Warehouse Trust 2016-A	Delaware
GMF Leasing Warehouse Trust 2016-B	Delaware
GMF Leasing Warehousing Trust	Delaware
GMF Prime Automobile Trust 2015-PP1	Delaware
GMF Prime Automobile Trust 2016-PP1	Delaware
GMF Prime Automobile Trust 2016-PP2	Delaware
GMF Prime Automobile Trust 2016-PP3	Delaware
GMF Prime Automobile Trust 2017-PP1	Delaware
GMF Prime Automobile Trust 2017-PP2	Delaware
GMF Prime Automobile Trust 2017-PP3	Delaware
GMF Prime Automobile Trust 2017-PP4	Delaware
GMF Prime Automobile Warehouse Trust I	Delaware
GMF Prime Automobile Warehouse Trust II	Delaware
GMF Prime Automobile Warehouse Trust III	Delaware
GMF Prime Automobile Warehouse Trust IV	Delaware
GMF Prime Automobile Warehouse Trust IX	Delaware
GMF Prime Automobile Warehouse Trust V	Delaware
GMF Prime Automobile Warehouse Trust VI	Delaware
GMF Prime Automobile Warehouse Trust VII	Delaware
GMF Prime Automobile Warehouse Trust VIII	Delaware
GMF Prime Automobile Warehouse Trust X	Delaware
GMF Prime Automobile Warehouse Trust XI	Delaware
GMF Prime Automobile Warehouse Trust XII	Delaware
GMF Prime Automobile Warehouse Trust XIII	Delaware
GMF Prime Automobile Warehouse Trust XIV	Delaware
GMF Wholesale Receivables LLC	Delaware
GMGP Holdings LLC	Delaware
GM-UMI Technology Research and Development Ltd.	Israel

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Go Motor Retailing Limited	England and Wales
Go Trade Parts Limited	England and Wales
Gochip Inc.	California
GP Global Holdings GmbH	Germany
GPSC UK Limited	England and Wales
Grand Pointe Holdings, Inc.	Michigan
Grand Pointe Park Condominium Association	Michigan
H.S.H. Limited	England and Wales
Haines & Strange Limited	England and Wales
Heritage Chevrolet Cadillac Buick GMC, Inc.	Delaware
HOLDCORP S.A.	Ecuador
Holden Employees Superannuation Fund Pty Ltd	Australia
Holden New Zealand Limited	New Zealand
HRL Laboratories, LLC	Delaware
Hydrogenics Corporation	Ontario
IBC 2017 Pension Trustees Limited	United Kingdom
IBC Pension Trustees Limited	England
IBC Vehicles Limited	England
Industries Mecaniques Maghrebines, S.A.	Tunisia
Infinite Velocity Automotive, Inc.	Delaware
ISF International School Frankfurt Rhein-Main GmbH & Co. KG	Germany
ISF Internationale Schule Frankfurt-Rhein-Main Geschäftsführungsgesellschaft mbH	Germany
Isuzu Truck South Africa (Pty.) Limited (ITSA)	South Africa
IUE-GM National Joint Skill Development and Training Committee	Ohio
Jeffery (Wandsworth) Limited	England and Wales
JS Folsom Automotive, Inc.	Delaware
Kalfatra Utveckling AB	Sweden
Kamp Twente B.V.	Netherlands
Koneyren, Inc.	Michigan
Lakeside Chevrolet Buick GMC Ltd.	Ontario
Laplante Cadillac Chevrolet Buick GMC Ltd.	Ontario
LCV Platform Engineering Corp.	Japan
Lease Ownership Cooperative LLC	Delaware
Lidlington Engineering Company, Ltd.	Delaware
Limited Liability Company "General Motors CIS"	Russian Federation
Limited Liability Company "JV Systems"	Russian Federation
Lookers Birmingham Limited	England and Wales
Lufkin Automotive Group, Inc.	Delaware
Lyft, Inc.	Delaware
MAC International FZCO	United Arab Emirates
Mack Buick-GMC, Inc.	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Mack-Buick-GMC, Inc.	Delaware
Macon County Automotive Group, Inc.	Delaware
Manassas Chevrolet, Inc.	Delaware
Marshall of Ipswich Limited	England and Wales
Marshall of Peterborough Limited	England and Wales
Marshall of Stevenage Ltd	England and Wales
Martin Automotive of Simi Valley, Inc.	Delaware
Martin Automotive, Inc.	Delaware
Mascoma Corporation	Delaware
Master Lease Germany GmbH	Germany
Masterlease Europe Renting, S.L.	Spain
Maven Drive LLC	Delaware
Maven Leasing Ltd.	Delaware
Memorial Highway Chevrolet, Inc.	Delaware
Merced Chevrolet, Inc.	Delaware
Michael Bates Chevrolet, Inc.	Delaware
Mike Reichenbach Chevrolet, Inc.	Delaware
Millbrook Pension Management Limited	England
Missouri Automotive Group, Inc.	Delaware
Monetization of Carve-Out, LLC	Delaware
Monetization of Carve-Out, LLC	Delaware
Motor Repris Automocio S.L.	Spain
Motorbodies Luton Limited	England and Wales
Motors Holding LLC	Delaware
Motors Properties (Trading) Limited	England and Wales
Motors Properties Limited	England and Wales
Multi-Use Lease Entity Trust	Delaware
Murketts of Cambridge Limited	England and Wales
Nauto, Inc.	Delaware
Necovia Logistics Supply Chain Services GmbH	Germany
NJDOJ/GMAM Core Plus Real Estate Investment Program, L.P.	Delaware
NJDOJ/GMAM Opportunistic Real Estate Investment Program, L.P.	Delaware
NJDOUGMAM Core Plus Real Estate Investment Program, L.P.	Delaware
North American New Cars LLC	Delaware
North American New Cars, Inc.	Delaware
Novasentis, Inc.	Delaware
Now Motor Retailing Limited	England and Wales
OEC Mideo, LLC	Delaware
OECconnection Holdings, LLC	Delaware
OECconnection LLC	Delaware
OECconnection Manager Corp.	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Omnibus BB Transportes, S. A.	Ecuador
OnStar Connected Services Srl	Romania
OnStar de Mexico S. de R.L. de C.V.	Mexico
OnStar Europe Ltd.	England and Wales
OnStar Global Services Corporation	Delaware
OnStar Middle East FZ-LLC	United Arab Emirates
OnStar, LLC	Delaware
Opel Australia Pty Ltd	Australia
Opel Automobile GmbH	Germany
Opel Bank GmbH	Germany
Opel Danmark A/S	Denmark
Opel Finance B.V.B.A.	Belgium
Opel Group GmbH	Germany
Opel Group Warehousing GmbH	Germany
Opel Leasing GmbH (German entity)	Germany
Opel Norge AS	Norway
Opel Sonderdienste GmbH	Germany
Opel Southeast Europe LLC	Hungary
Opel Special Vehicles GmbH	Germany
Opel Suisse SA	Switzerland
Opel Sverige AB	Sweden
Opel Szentgotthard Automotive Manufacturing LLC	Hungary
Opel Szentgotthard Automotive Manufacturing Ltd	Hungary
Opel Wien GmbH	Austria
Open Synergy GmbH	Germany
Orange Motors B.V.	Netherlands
OT Mobility, Inc.	Delaware
P. T. Mesin Isuzu Indonesia	Indonesia
P.T. G M AutoWorld Indonesia	Indonesia
P.T. General Motors Indonesia	Indonesia
Pan Asia Technical Automotive Center Company, Ltd.	China
Patriot Chevrolet, Inc.	Delaware
Pearl (Crawley) Limited	England and Wales
Performance Equity Management, LLC	Delaware
Peter Vardy (Perth) Limited	Scotland
PIMS Co.	Delaware
Plan Automotor Ecuatoriano S.A. Planautomotor	Ecuador
Powermat Technologies Ltd.	Israel
Princeton Chevrolet, Inc.	Delaware
Private Auto Lease Trust	Delaware
Promark Global Advisors Limited	England

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
ProSTEP AG	Germany
Proterra Inc	Delaware
PT. General Motors Indonesia Manufacturing	Indonesia
Quality Chevrolet, Inc.	Delaware
Quantum Fuel Systems Technologies Worldwide, Inc.	Delaware
Randstad WorkNet GmbH	Germany
Reeve (Derby) Limited	England and Wales
Reeve (Lincoln) Ltd	England and Wales
Reeve (Sheffield) Limited	England and Wales
Reg Vardy (VMC) Limited	England and Wales
RelayRides, Inc.	Delaware
Renton Cadillac Pontiac GMC, Inc.	Delaware
Riverfront Holdings III, Inc.	Delaware
Riverfront holdings Phase II, Inc.	Delaware
Riverfront Holdings, Inc.	Delaware
RMH III, Inc.	Delaware
Ruedas de Aluminio, C.A.	Venezuela
S.C. UNION MOTORS CAR SALES S.L.R.	Romania
Saab Automobile AB	Sweden
Saab Finance Limited	England
Saankhya Labs Pvt. Ltd.	India
SAIC General Motors Corporation Limited	China
SAIC General Motors Investment Limited	China
SAIC General Motors Investment Limited	Hong Kong
SAIC General Motors Sales Company Limited	China
SAIC GM (Shenyang) Norson Motors Co., Ltd.	China
SAIC GM Dong Yue Motors Company Limited	China
SAIC GM Dong Yue Powertrain Company Limited	China
SAIC GM Wuling Automobile Company Limited	China
SAIC Motor Insurance Sales Company Limited	China
SAIC-GMAC Automotive Finance Company Limited	China
Sakti3, Inc.	Delaware
Salmon Street Ltd.	Australia
Sandoval Buick GMC, Inc.	Delaware
Sarmiento 1113 S.A. (en liquidacion)	Argentina
Savari Inc.	California
SB (Helston) Limited	England and Wales
Scranton Chevrolet of Norwich, Inc.	Delaware
SDC Materials, Inc.	Delaware
Servicios GMAC S.A. de C.V.	Mexico
Seward (Wessex) Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Shanghai Chengxin Used Car Operation and Management Company Limited	China
Shanghai General Motors Corporation Ltd.	China
Shanghai GM (Shenyang) Norsom Motors Co. Ltd..	China
Shanghai GM Dong Yue Motors Company Limited	China
Shanghai GM Dong Yue Powertrain Company Limited	China
Shanghai OnStar Telematics Co. Ltd.	China
Sherwoods (Darlington) Limited	England and Wales
Simpson Garden Grove, Inc.	Delaware
Simpson Irvine, Inc.	Delaware
Sirrus, Inc.	Delaware
Sistemas de Compra Programada Chevrolet, C.A.	Venezuela
Skurrays Limited	England
Skurrays Motors Limited	England and Wales
Slaters (GM) Limited	England and Wales
Smokey Point Buick Pontiac GMC, Inc.	Delaware
SolidEnergy Systems Corp.	Delaware
South Haven Chevrolet Buick GMC, Inc.	Delaware
Southern (Merthyr) Limited	England and Wales
State Line Buick GMC, Inc.	Delaware
Sterling Motor Properties Limited	England and Wales
Strobe, Inc.	
Superior Chevrolet, Inc.	Delaware
Tactus Technology, Inc.	Delaware
Temis Chevrolet Buick GMC Ltcc	Canada
The NanoSteel Company, Inc.	Delaware
Thurlow Nunn (JV) Limited	England and Wales
Thurlow Nunn (MV) Limited	England and Wales
TJP Enterprises, Inc.	Delaware
Todd Wenzel Buick GMC of Davison, Inc.	Delaware
Todd Wenzel Buick GMC of Westland, Inc.	Delaware
Tradition Chevrolet Buick, Inc.	Delaware
Tula Technology, Inc.	Delaware
Tustain Motors Limited	England and Wales
TÜV NORD Bildung Opel GmbH	Germany
Union Motors Car Sales S.r.l.	Romania
United States Advanced Battery Consortium, LLC	Michigan
United States Automotive Materials Partnership, LLC	Michigan
United States Council for Automotive Research LLC	Michigan
Valentine Buick GMC, Inc.	Delaware
Van Kouwen Automotive I B V	Netherlands
Vauxhall Defined Contribution Pension Plan Trustees Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Vauxhall Motors Limited	England
Vehicle Asset Universal Leasing Trust	Delaware
Velocity Prime Automotive, Inc.	Delaware
Vence Lone Star Motors, Inc.	Delaware
Vertu Motors (Chingford) Limited	England and Wales
Vertu Motors (VMC) Limited	England and Wales
VHC Sub-Holdings (UK)	England
Vickers (Lakeside) Limited	England and Wales
Vision Motors Limited	England and Wales
VML 2017 Pension Trustees Limited	United Kingdom
VMO Properties Limited	England and Wales
VRP Venture Capital Rheinland-Pfalz Nr. 2 GmbH & Co. KG	Germany
Waterpaper Limited	England and Wales
Welcome S.R.L.	Italy
Wheatecroft (Worksop) Limited	England and Wales
Whitehead (Rochdale) Limited	England and Wales
William Grimshaw & Sons Limited	England
Wilson & Co. (Motor Sales) Limited	England and Wales
Wind Point Partners III, L.P.	Delaware
Woodbridge Buick GMC, Inc.	Delaware
WRE, Inc.	Michigan
Yi Wei Xing (Beijing) Technology Co., Ltd.	China
Zona Franca Industrial Colmotores SAS	Colombia